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BellSouth Telecommunications, Inc
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Nashville, TN 37201-3300

guy.hicks@bellsouth.com

T.R.A. DOCKET ROOM

January 21, 2005

Guy M Hicks
General Counsel

615 214 6301
Fax 615 214 7406

VIA HAND DELIVERY

Hon Pat Miller
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

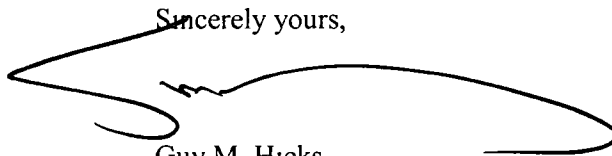
Re *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and MCI WorldCom Communications, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 05-00037

Dear Chairman Miller:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCI WorldCom Communications, Inc and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 17, 2002. The Amendment adds QuickServe rates to the Agreement and modifies the Notice provision in the Agreement.

Thank you for your attention to this matter

Sincerely yours,



Guy M Hicks

cc Robert A. Peterson, Chief Network Counsel, MCI WorldCom
Peter H. Reynolds, Director National Carrier Contracts and Initiatives, MCI WorldCom
Senior Manager, Carrier Agreements, MCI WorldCom

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and MCI WorldCom Communications, Inc Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND MCI WORLDCOM COMMUNICATIONS, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, MCI WorldCom Communications, Inc. ("MCI WorldCom") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated June 17, 2002 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, MCI WorldCom and BellSouth state the following:

1. MCI WorldCom and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to MCI WorldCom. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on August 19, 2002.

2 The parties have recently negotiated an Amendment to the Agreement. The Amendment adds QuickServe rates to the Agreement and modifies the Notice provision in the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCI WorldCom and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are authorized to submit these Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and MCI WorldCom within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. MCI WorldCom and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement filed and approved pursuant to 47 USC Section 252.

MCI WorldCom and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 21st day of Jan, 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the 21st day of Jan, 2005:

Chief Network Counsel
Attn: Robert A. Peterson
1133 19th Street NW
Washington, DC 20036

Director National Carrier Contracts and Initiatives
Attn: Peter H. Reynolds
22001 Loudoun County Parkway
Suite G2-3-614
Ashburn, VA 20147

Senior Manager, Carrier Agreements
205 N. Michigan Avenue, 11th Floor
Chicago, IL 60601


Guy M. Hicks

**Amendment to the Agreement
Between
MCI WorldCom Communications, Inc.
and
BellSouth Telecommunications, Inc.
Dated June 17, 2002**

Pursuant to this Amendment, (the "Amendment"), MCI WorldCom Communications, Inc ("MCI"), and BellSouth Telecommunications, Inc ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 17, 2002 ("Agreement") to be effective thirty (30) days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and MCI entered into the Agreement on June 17, 2002, and;

WHEREAS, both Parties agree that an initial New Installation of a 2-Wire Port/Loop Combination- Residence line provisioned at a Location where QuickServe is available on the line shall incur a QuickServe Non-Recurring Charge (NRC) at the NRC Currently Combined Conversion Rate set forth in the Agreement and that any initial New Installation of a 2-Wire Port/Loop Combination - Residence line provisioned at a location where QuickServe is not available, shall incur the Not Currently Combined NRC, First and Additional rates set forth in the Agreement,

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows.

- 1 The Parties agree to incorporate into Attachment 1 of the Agreement the rates and USOCs as set forth in Exhibit 1 of this Amendment attached hereto and incorporated herein by this reference.
2. The Parties agree to replace the Notices contacts for MCI WorldCom Communications, Inc with the following:

Chief Network Counsel
Attn. Robert A Peterson
1133 19th Street NW
Washington, DC 20036
Fax (202) 736-6903

Director National Carrier Contracts and Initiatives
Attn Peter H Reynolds
22001 Loudoun County Parkway
Suite G2-3-614
Ashburn, VA 20147
Fax (703) 886-0118

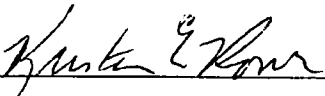
Copy to:
Senior Manager, Carrier Agreements
205 N Michigan Avenue, 11th Floor

Chicago, IL 60601
Fax: (312) 470-5575

- 3 All of the other provisions of the Agreement, dated June 17, 2002, shall remain in full force and effect.
- 4 Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below

BellSouth Telecommunications, Inc.

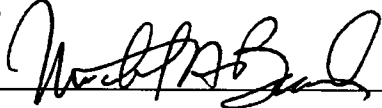
By: 

Name: Kristen Rowe

Title: Director

Date: 12/21/04

MCI WorldCom Communications, Inc.

By: 

Name: Michael A. Beach

Title: Vice President

Date: 12/14/04

[illegible]

UNBUNDLED NETWORK ELEMENTS - Tennessee																
CATEGORY	RATE ELEMENTS	Inter m	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment 1		Table 1		
						Rec	Nonrecurring First	Add'l	Nonrecurring Disconnect Add'l			Incremental Charge - Manual Svc Order vs Electronic- 1st Add'l	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs Electronic- Disc Add'l	
UNBUNDLED PORT/LOOP COMBINATIONS - MARKET RATES																
NONRECURRING CHARGES (NRCs) - CURRENTLY COMBINED																
	2 Wire Voce Grade Loop / Line Port Platform - Installation															
	Charge at QuickService location - Not Conversion of Existing Service			UEPRX	URECC		41.50					15.69				